

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM810045

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pregis Innovative Packaging LLC		05/11/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as First Lien Collateral Agent		
Street Address:	Eleven Madison Avenue, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6208715		
Registration Number:	6208714		
Registration Number:	6586373	PREGIS IQ	
Registration Number:	6565975	PREGIS IQ	
Registration Number:	6593338	PREGIS IQ INNOVATION HEADQUARTERS	
Registration Number:	6586374	PREGIS IQ INNOVATION HEADQUARTERS	
Serial Number:	97581702	GEOTERRA	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		

OP \$190.00 6208715

DATE SIGNED:	05/12/2023
Total Attachments: 6 source=Pregis - 1L 2023 Trademark Short Form (Pregis Innovative) [Executed]#page1.tif source=Pregis - 1L 2023 Trademark Short Form (Pregis Innovative) [Executed]#page2.tif source=Pregis - 1L 2023 Trademark Short Form (Pregis Innovative) [Executed]#page3.tif source=Pregis - 1L 2023 Trademark Short Form (Pregis Innovative) [Executed]#page4.tif source=Pregis - 1L 2023 Trademark Short Form (Pregis Innovative) [Executed]#page5.tif source=Pregis - 1L 2023 Trademark Short Form (Pregis Innovative) [Executed]#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Pregis Innovative Packaging LLC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Limited Liability Company - Delaware

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 11, 2023

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Security Agreement (First Lien)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Credit Suisse AG, Cayman Islands Branch,
Name: as First Lien Collateral Agent

Street Address: Eleven Madison Avenue, 9th Floor

City: New York

State: NY

Country: US Zip: 10010

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
see attached Schedule I

B. Trademark Registration No.(s)
see attached Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Pregis (25630.18571L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Doris Ka

May 12, 2023

Signature

Date

Doris Ka

Name of Person Signing

Total number of pages including cover
sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 008070 FRAME: 0892

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 11, 2023 (this “Agreement”), among PREGIS INNOVATIVE PACKAGING LLC (the “Grantor”) and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as first lien collateral agent (in such capacity, the “First Lien Collateral Agent”).

Reference is hereby made to that certain First Lien Credit Agreement, dated as of August 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among PELICAN HOLDCO LLC, a Delaware limited liability company (“Holdings”), PREGIS TOPCO LLC (f/k/a Pregis TopCo Corporation) (as successor in interest to Pelican Merger Sub Inc.), a Delaware limited liability company (the “Borrower”), the Lenders party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as First Lien Administrative Agent and First Lien Collateral Agent, and that certain First Lien Collateral Agreement, dated as of August 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), among Holdings, the Borrower, the Grantors from time to time party thereto and the First Lien Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement, and the obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of the First Lien Collateral Agreement, pursuant to which the Grantor is required to execute and deliver this Agreement evidencing the Security Interest (as defined below) granted in, to and under the Trademark Collateral (as defined below). The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Credit Agreement and the First Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which

are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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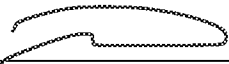
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PREGIS INNOVATIVE PACKAGING LLC, as
Grantor

By: 

Name: Keith LaVanway
Title: Vice President, Chief Financial
Officer, Treasurer and Secretary

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as First Lien Collateral Agent

By: 
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: 
Name: Nawshaer Safi
Title: Authorized Signatory

Schedule I

United States Registered and Applied-For Trademarks

TRADEMARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	OWNER
Packaging Design	88628189	Sep 24, 2019	6208715	Dec 1, 2020	Pregis Innovative Packaging LLC
Packaging Design	88628181	Sep 24, 2019	6208714	Dec 1, 2020	Pregis Innovative Packaging LLC
PREGIS IQ	90227545	Sep 30, 2020	6586373	Dec 14, 2021	Pregis Innovative Packaging LLC
PREGIS IQ	90227555	Sep 30, 2020	6565975	Nov 23, 2021	Pregis Innovative Packaging LLC
PREGIS IQ INNOVATION HEADQUARTERS & Design	90227568	Sep 30, 2020	6593338	Dec 21, 2021	Pregis Innovative Packaging LLC
PREGIS IQ INNOVATION HEADQUARTERS & Design	90227578	Sep 30, 2020	6586374	Dec 14, 2021	Pregis Innovative Packaging LLC
GEOTERRA	97581702	Sep 7, 2022	—	—	Pregis Innovative Packaging LLC